

# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**CITY OF STAMFORD**

**and**

**STAMFORD ASSISTANT CORPORATION  
COUNSELS UNION  
LOCAL 1303-191 OF CONNECTICUT COUNCIL #4  
AFSCME, AFL-CIO**

**July 1, 2003 – June 30, 2009**

## **AGREEMENT**

By and between the City of Stamford (hereinafter referred to as the City) and Stamford Assistant Corporation Counsels Union Local 1303-191 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union):

### **ARTICLE I** **RECOGNITION**

#### **Section 1.0**

The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment, as certified by the Connecticut State Board of Labor Relations in Decision No. 2173 (1983), of all attorneys employed by the City in the Office of the Corporation Counsel, excluding any attorneys who are supervisors as defined by CGS 7-471 (2) and law clerks.

### **ARTICLE II** **UNION SECURITY**

#### **Section 2.0**

- a. The Employer agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof. The deduction for any month shall be made during the last payroll period of said month and shall be remitted to the Union, together with a list of employees from whose wages such deductions have been made, not later than the fifteenth (15<sup>th</sup>) day of the following month.
- b. All employees who are covered by the Agreement as of the effective date of this Agreement and all employees hired after the effective date of this Agreement shall, as a condition of continued employment, remain or become and remain members of the Union in good standing or, if they choose to resign as members, pay a service fee to the Union which shall not be greater than the current dues rate uniformly required of Union members.
- c. Any employee who chooses to pay service fees may authorize payroll deductions in the manner set forth in subsection a) above.
- d. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation and execution of this Article.

### Section 2.1

The Employer shall provide easily accessible space for the posting of official Union notices in the Law Offices.

### Section 2.2

The Employer shall provide each employee with a copy of this Agreement within sixty (60) days of approval of Agreement by the Board of Representatives. New employees shall receive a copy on or before their first day of work.

### Section 2.3

The Secretary-Treasurer shall be notified of all newly hired employees and their respective positions as soon as they have been hired.

## **ARTICLE III** **SENIORITY**

### Section 3.0

The Employer shall prepare a list of all employees, showing their seniority in length of service with the Employer, and deliver the same to the secretary of the Union on July first of each year. Upon completion of their probationary period, new employees shall be added to the list. The length of service of the employee with the Employer shall determine the seniority of the employee.

### Section 3.1

The probationary period will be of sufficient length to enable the appointing authority to observe the employee's ability to perform the duties pertaining to the position. The probationary period shall be three (3) months in the case of an appointment from a promotional list. In the case of a new employee, the maximum probationary period shall be one (1) year.

### Section 3.2

Layoffs shall be made in order of seniority beginning with the least senior employee. Any employee so laid off shall be placed on the reemployment list for a period of one (1) year and shall be rehired in the event of a vacancy in the reverse order to the layoff.

**ARTICLE IV**  
**HOURS OF WORK**

**Section 4.0**

The position of Assistant Corporation Counsel shall be treated as an exempt professional position under state and federal law and, therefore, salaried. The normal hours of operation in the Office of Legal Affairs, Law Department, are 8:30 a.m. to 4:30 p.m., Monday through Friday.

**ARTICLE V**  
**HOLIDAYS**

**Section 5.0 Effective July 1, 2006**

The following shall be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
	Veteran's Day
President's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve After 12:00 Noon
Fourth of July	Christmas Day

Employees shall have the ability, with the approval of the Corporation Counsel, to work up to three (3) of these designated holiday: MLK Day, President's Day, Good Friday, Columbus Day, and Veteran's Day. In return for working, the individual will be permitted to "float" the holiday.

**Section 5.1**

Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday shall be celebrated on the following Monday.

**Section 5.2**

Whenever the Mayor of Stamford or the Board of Representatives declares a day as a holiday, commemorative day, or a day of mourning, it shall be a day off with full pay for the employees covered by this Agreement.

## **ARTICLE VI** **VACATIONS**

### **Section 6.0**

Employees shall earn vacation at the rate of five (5) days per three (3) months of service to a maximum of twenty (20) days per year until their twentieth (20<sup>th</sup>) year of service, and thereafter, they shall earn one (1) additional day per year for each year of service to a maximum of twenty-five (25) days of vacation. No probationary employee shall be eligible for the use of vacation, until the end of the sixth (6<sup>th</sup>) month of employment.

### **Section 6.1**

Vacations shall be granted at the time requested by the employee with the approval of the department head. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority within the job classification in the department shall be given his/her choice of vacation period in the event of any conflict over vacation period.

### **Section 6.2**

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one (1) day for each holiday.

### **Section 6.3**

Vacations may be taken during the fiscal year, except that in extraordinary circumstances, the employee may, with approval of Corporation Counsel, carry twenty (20) days into the next year. Effective July 1, 1993, the number of days that may be carried over will be increased to thirty (30) days per year.

## **ARTICLE VII** **LEAVE PROVISIONS**

### **Section 7.0**

- a. Each employee will be credited with one and one quarter (1-1/4) days of sick leave per month from the date of hire. Sick leave, if unused, may be accumulated to a maximum of one hundred fifty (150) days. Upon retirement, an employee shall receive payment for one-half (1/2) the total accumulated sick leave on the basis of current wages. In the event of an employee's death, his/her estate shall receive the payment.

- b. An employee may use up to five (5) days per year of accumulated sick leave for time off as a result of illness in the employee's family.
- c. Employees hired after July 1, 2006, will receive fifteen (15) sick days per year, three (3) of which will go into a sick leave bank and once an employee has contributed a maximum of thirty (30) days to the bank, all fifteen (15) days or part thereof shall be credited to the employee for that year.

#### Section 7.1

Employees are entitled to up to five (5) consecutive working days funeral leave with pay from the day of death of a spouse, parent, child, grandparent, grandchild, brother or sister, and three (3) consecutive working days funeral leave with pay from the day of the death of a mother-in-law, father-in-law, brother-in-law or sister-in-law. At the discretion of the department head, where unusual circumstances and equity dictate, one (1) working day maybe granted with pay in the event of the death of any other relative not described in this section in order to attend the funeral of that person.

#### Section 7.2

Employees shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed the employee's regular wage. The employee shall give adequate notice to jury call so that an appeal to be excused from jury duty can be made.

#### Section 7.3

Injury Leave: Injury Leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties. Employees are covered by Worker's Compensation Act, and are paid stated amounts due to injuries sustained on the job. The Employer, in case of injury leave, shall supplement the payment of the statutory payment so that the employee will receive his/her net pay during the absence up to a maximum of sixty (60) days..

#### Section 7.4

An employee, who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by section 27-103 of the Connecticut General Statutes, shall be entitled to be absent from his or her duties or services while engaged in required field training in such reserve corps. The period of paid absence in any calendar year shall not exceed fifteen (15) working days. During these fifteen (15) working days, employees shall receive full pay from the City.

Notwithstanding the foregoing, the parties agree that the terms and conditions of the Memorandum of Understanding between the parties dated April 8, 2003 regarding individuals who are called to active duty in the United States armed forces as part of a military mobilization against terrorism shall prevail with respect to any member of the bargaining unit so called to active duty.

#### Section 7.5

A permanent employee, upon proper application in writing to, and upon written approval by the department head, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months. At the expiration of such leave, the employee shall be reinstated in the service without loss of any of his/her rights, unless the position is no longer available due to a budgetary reduction in staff. Failure on the part of an employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be a cause for dismissal. Leave of absence without pay, however, will not be granted until after all the employee's annual leave has been exhausted and if leave is granted on account of sickness, until all his accumulative sick leave has been exhausted. No annual leave or sick leave may be accumulated during a leave of absence without pay. Extensions of leave for additional three (3) month periods may be granted by the Director of Human Resources, but in no case shall the total period of time exceed two (2) years.

#### Section 7.6

Employees entering the military service of the United States shall be entitled to indefinite leave without pay.

#### Section 7.7

No employee shall lose any seniority standing because of any military service, including service in the National Guard or Organized Reservists

#### Section 7.8

Not more than two (2) Union Officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences. The maximum time per year shall be limited to three (3) days.

#### Section 7.9

Effective July 1, 2006, in consideration for consolidating Washington and Lincoln's Birthdays into President's Day, all existing employees will receive an additional personal leave day, bringing the total to four (4) per year.

All employees hired after July 1, 2008 will not receive the additional personal day, but will be granted three (3) personal days as outlined above.

#### Section 7.10

Any employee will be given time off with pay in order to attend a seminar, training session or the like which is in connection with his/her City position when the attendance has been authorized by his/her department head. Should the employee use his/her own automobile for this purpose outside of the City of Stamford, the City will reimburse him/her at the IRS rate per mile, plus toll fees, hotel charges and meals. If the employee travels by other means, he/she shall be reimbursed for the cost of the fare. The Employer may require reasonable documentation prior to reimbursement.

#### Section 7.11

A sick leave bank is hereby established to be for extreme hardship cases. Any employee may contribute two (2) days of sick leave to the bank in any given fiscal year and any day contributed by an employee shall be deducted from his/her accumulation of sick leave.

#### Section 7.12

A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City. The committee shall develop procedures for applying and granting of sick leave from the bank.

#### Section 7.13

The committee shall: (1) require a doctor's certificate regarding the sickness; (2) limit to thirty (30) the number of days granted to any employee in any given fiscal year; (3) consider the seriousness, nature and projected duration of the illness or disability involved; and (4) consider the applicant's prior record of sick leave use. The granting of any sick leave days shall be by majority vote of the committee members and such vote shall be final.

### **ARTICLE VIII** **WAGES**

#### Section 8.0

All salaries for employees covered by this Agreement are set forth in Exhibit II hereof.

- a. Effective and retroactive to July 1, 2003, the pay rates in effect on June 30, 2003 will be increased by three percent (3%).
- b. Effective and retroactive to July 1, 2004, the pay rates in effect on June 30, 2004 will be increased by three percent (3%).
- c. Effective and retroactive to July 1, 2005, the pay rates in effect on June 30, 2005 will be increased by three percent (3%).
- d. Effective and retroactive to July 1, 2006, the pay rates in effect on June 30, 2006 will be increased by three percent (3%).



- e. Effective and retroactive to July 1, 2007, the pay rates in effect on June 30, 2007 will be increased by three percent (3%).
- f. Effective and retroactive to July 1, 2008, the pay rates in effect on June 30, 2008 will be increased by three percent (3%).

Employees who are on active pay status on the date of the execution of the Agreement and each subsequent effective date of increase shall be eligible for wage increases and retroactive payments. Those employees on authorized leaves of absences without pay on either the execution date or a subsequent date of increase shall receive increases or retroactive payments within 30 days of the employee's return to active pay status.

#### Section 8.1

Effective July 1, 1985, and each July 1 thereafter, all employees shall advance one (1) step until the highest step in Grade 14 is attained.

#### Section 8.2

The annual salary for part-time Assistant Corporation Counsels shall be two-thirds (2/3) of the full time Assistant Corporation Counsel's salary.

#### Section 8.3

Each employee shall receive longevity pay in accordance with the following:

After 10th Anniversary	\$350
After 15th Anniversary	\$450
After 20th Anniversary	\$550
After 25th Anniversary	\$650

Payment of longevity, as the case may be, shall be made in one (1) payment each year, during the month of December, and such amounts shall not be added to the employee's annual salary. Longevity shall count towards the employee's pension in calculating base salary. Pro rata payments shall be made upon termination.

#### Section 8.4

If the employee is required to use his/her personal vehicle to travel out of Stamford on city business, he/she shall be compensated at the rate per mile as determined by the Internal Revenue Service (commonly referred to as the "IRS Rate"), plus toll fees and parking fees. The City may require reasonable documentation prior to reimbursement.

**ARTICLE IX**  
**DISCIPLINARY PROCEDURES**

**Section 9.0**

All disciplinary action shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

**Section 9.1**

Disciplinary action shall normally include:

- a) oral warning
- b) written warning
- c) suspension without pay
- d) discharge

**Section 9.2**

All suspensions and discharges must be in writing with reason given and a copy given to the employee at the time of suspension or discharge.

**ARTICLE X**  
**INSURANCE AND PENSION**

**Section 10.0 - Health Insurance**

Effective the first of the month following the execution of this Agreement, the City agrees to provide medical benefits for each eligible individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with a Point-of-Service (P.O.S.) plan design. The P.O.S. benefits provisions are set forth in Exhibit I attached to this Agreement. The health insurance benefits, including vision and dental, will be effective on the first of the month following the employees date of hire.

**Section 10.1 - Dental and Vision**

The City will provide a PPO dental plan as follows:

<u>Co-insurance</u>		<u>Deductibles</u>	
Class A Expense	100%	Class A	None
Class B Expense	80%	Class B & C	\$50/\$100
Class C Expense	75%		
Orthodontics	50%	Orthodontics	None

Maximums

Annual Max	\$1,500/per covered dependent
Orthodontics	\$2,000 lifetime/per covered dependent

The City shall provide and pay for an optical plan which shall yearly provide the following benefits for each employee and his/her dependents:

\$ 50.00	for eye exams
\$100.00	for eyeglass frames
\$ 45.00	for single lenses
\$ 75.00	for bifocal lenses
\$110.00	for trifocal lenses
\$225.00	for contact lenses (when medically prescribed)

Effective July 1, 2007: The City shall provide and pay for an optical plan which shall yearly provide the following benefits for each employee and his/her dependents:

\$ 68.75	for eye exams
\$138.50	for eyeglass frames
\$ 60.50	for single lenses
\$ 99.00	for bifocal lenses
\$137.50	for progressive lenses
\$247.50	for contact lenses (when medically prescribed)

Section 10.2 - Life Insurance

Effective upon the execution of this Agreement, the City will provide each employee with a term life insurance policy in an amount equal to one hundred thousand dollars (\$100,000), at no cost to the employee.

The City will provide and pay for a life insurance policy in the face amount of six thousand dollars (\$6,000) for each employee hired prior to July 1, 2006 and who hereafter retires from the City. Employees hired subsequent to July 1, 2006 are not eligible for the \$6000 life insurance benefit upon retirement.

Section 10.3 - Retiree Insurance

A. Retiree Benefits

- i. Pre Age Sixty-Five (65): The City will make available a P.O.S. insurance plan, providing for hospital and medical benefits, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Classified Employee's Retirement Fund.

- ii. Post Age Sixty-Five (65): The City will provide supplementary coverage to Medicare, not including dental or optical, as outlined in the Summary Plan Description.

**B. Retiree Costs**

- i. Cost to age 65: To receive medical coverage, the employee must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost of such P.O.S. plan.
- ii. Cost Post 65: The retiree must pay two-thirds (66.66%) of the cost for the supplementary coverage as referenced in Section A(ii) above.

Each employee, who retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid for under Medicare Part B. The cost of such coverage shall be borne by the City of Stamford Classified Employee's Retirement Fund.

**Section 10.4 - Pension Benefits**

A. Each employee shall be and remain covered by the City of Stamford Classified Employees Retirement Fund, as described in Section C-7-30-1 through 11 of the Charter of the City of Stamford, as amended and revised, and as modified by the terms of this and previous collective bargaining agreements between the City and the Union.

B. The cost of actuarial and associated administrative expenses for the CERF will be paid for by the Plan.

C. The provisions of the classified pension fund as provided by Article X of this agreement will be modified to provide for non-work related disability pension eligibility for individuals with ten (10) or more years of continuous service.

D. An employee will be eligible for a disability pension provided he/she submits evidence satisfactory to the CERF Trustees that he/she has become totally and permanently disabled from performing the job duties and functions outlined in the classification's job description.

E. The Normal Retirement Date for employees covered by this agreement shall be age sixty (60) with at least ten (10) years continuous service to the City, or age fifty-eight (58) with at least fifteen (15) years continuous service to the City.

F. The penalty for early retirement under the CERF for employees covered by this agreement shall be reduced from the current fifty-five one hundredths (.55) of one (1) percent per month to twenty-five one hundredths (.25) of one percent per month, for the first thirty-six (36) months prior to the normal retirement date. Any time beyond the first thirty-six (36) months, shall be reduced by the current fifty-five one hundredths (.55) of one (1) percent per month.

G. Effective upon the execution date of this agreement, the CERF plan will be amended to provide that the definition of "base annual salary" will change from the average of the

highest two (2) of the last five (5) years base annual salary to be the annualized base rate the employee is earning as of the date of his/her retirement.

H. Effective upon the execution date of this agreement, employees will be considered fully vested in their benefits after completion of five (5) years of credited service.

I. Effective upon the issuance of the arbitration award, and provided the requirements under Section 414(h) of the I.R.C. are met, the City will “pick-up” contributions in accordance with a 414(h) I.R.C. plan that will enable employees to have pension contributions deducted on a pre-tax basis. Employees will contribute the following amounts to the pension plan:

Effective 01/01/03 - Three percent (3.0%)

J. Effective July 1, 2001, the City will contribute to the CERF the amount actuarially necessary to fund the plan.

K. Employees who retire after the ratification of this agreement will be covered by the provisions of the CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, attached hereto as Exhibit III.

L. For an active member who, subsequent to January 1, 1996, has twenty-five (25) or more years of credited service, and thereafter dies from a non-service related cause, will have his/her spouse (if the spouse is the beneficiary) receive a death benefit calculated as if the member was eligible to retire as specified in Section C7-30-6(d) of the City Charter (which includes any applicable early retirement reductions), and as further amended through subsequent collective bargaining agreements. Payments under this provision will commence effective July 1, 1997.

M. Effective January 1, 2002 through February 28, 2002, an employee may elect, in writing to the Director of Human Resources, to “buyback” pension service credit for any full-time active military service in any of the branches of the United States Armed Forces. The maximum amount an employee is permitted to buyback will be thirty-six (36) months. An employee can only buyback military time in one (1) month increments. An employee electing to buyback time under this provision will have to contribute to CERF a sum equal to five percent (5%) of his/her current monthly salary for each month of buyback. The employee must pay into the CERF, the full amount by June 30, 2003. The military service buyback will count towards vesting. Prior military service pension credit purchased, under other City bargaining unit agreements, or through prior agreements with this union, is excluded from this buyback option.

N. The parties agree that the pension trust document currently in the process of being drafted, will accurately reflect the pension benefits of the Classified Employees Retirement Fund, with respect to the employees covered by this agreement. It is not the intention of the parties to change, alter or amend the pension benefits of the CERF plan as set forth in appropriate documents and described in the Charter of the City of

Stamford, as amended and revised, other appropriate documents, and collective bargaining agreements between the City and the Union.

#### Section 10.5 - Employee Assistance Program

The City shall establish and maintain an Employee Assistance Program (EAP). The provisions of the current program regarding confidentiality shall be maintained.

#### Section 10.6 - Waiver of Medical, Dental and Vision Benefits

An employee who is eligible for health benefits provided by the City and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of seven hundred and fifty dollars (\$750), provided the employee has notified the Benefit Manager's Office during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program. If an eligible employee has waived his/her insurance benefits the previous year, and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six (6) months apart (January and July).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the month following the written notice to reinstate such coverage. An eligible employee, who reinstates health benefits during the medical plan year must reimburse the City the money received for waiving such insurance coverage. In lieu of a lump sum re-payment, an employee may elect to reimburse the City in weekly installments through payroll deduction, over a six (6) month period.

#### Section 10.7 - Employee Contributions

Retroactive to July 1, 2005, the City will re-adjust employee contributions such that, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis, ten percent (10%) of the premium equivalent rate for single, two-person (two [2] times single coverage), family coverage (two and one-half [2½] times single coverage), respectively for the medical, dental, vision and prescription drug benefits in effect July 1. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the

mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

Effective July 1, 2007 , employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis, eleven percent (11%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), and family coverage (two and one-half [2½] times single coverage), respectively for the medical, dental, vision and prescription drug benefits. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

Effective July 1, 2008 , employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis, twelve percent (12%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), and family coverage (two and one-half [2½] times single coverage), respectively for the medical, dental, vision and prescription drug benefits. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

#### Section 10.8 - Administration of Benefits

The City will provide the medical, dental, vision and/or prescription drug benefits as set forth in this agreement through a properly licensed insurance company in the state of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the City, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered will be less than the benefits and coverages as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

The following changes to the benefit plan shall be effective July 1, 2007:

<i>Prescription Drugs:</i> In-Network co-pay	From	To
Generic	\$5	\$10
Preferred Brand (30 day max)	\$10	\$20
Non-Preferred name brand 30 day supply		\$30
Double the co-payment for mail order (90 day supply)	\$5	\$10

#### Section 10.9 - Flexible Spending Accounts

The City shall make available under IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account (up to a maximum of \$5,000 per year, or as allowed by the Internal Revenue Code) and pre-tax employee health insurance premiums to the extent allowed by law.

### **ARTICLE XI** **WORKING RULES, UNION ACTIVITY**

#### Section 11.0

In the event that a dispute arises between the parties that is not specifically covered in this Agreement, both parties may agree to submit the dispute to arbitration in the manner set forth in Section 12.2 - Step 3 of this Agreement.

#### Section 11.1

Time off with pay shall be granted to one (1) employee for purposes of negotiations with the Employer.

#### Section 11.2

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would be severally approved of and adopted the provisions contained herein, separately and apart from the other.

#### Section 11.3

The Department's current policies concerning educational reimbursement shall continue.

#### Section 11.4



The City shall reimburse each full time employee for any Connecticut Occupational taxes paid by the employee that are related to the practice of law.

#### Section 11.5

The City shall reimburse full time employees for membership dues for the Connecticut Bar Association, the Stamford/Darien Bar Association, and the Association of Municipal Attorneys.

#### Section 11.6

The City shall continue to provide the voluntary tax deferred annuity program for employees which is currently in effect. Deferred income shall be deducted from the salaries of the employee participants.

#### Section 11.7

The City will abide by the Statutes of the State of Connecticut regarding its obligation to defend and save harmless its employees.

#### Section 11.8

The City recognizes and acknowledges that all Assistant Corporation Counsel positions, and any other position in the bargaining unit however and whenever created, are in the classified civil service of the City of Stamford.

### **ARTICLE XII** **GRIEVANCE PROCEDURE**

#### Section 12.0

In the event that any employee shall be disciplined, suspended, discharged or reduced in grade and the employee feels that such action was taken without just cause; or, in the event a dispute shall arise concerning the interpretation of performance of this contract, an employee or his Union Representative may attempt to adjust the matter with the Director of Legal Affairs within ten (10) working days after the action was taken or the dispute arose. Within five (5) working days after the Director of Legal Affairs receives such grievance, he shall arrange to meet with the affected employee or his Union Representative.

#### Section 12.1

If within ten (10) working days after such meeting, the matter has not been resolved, the Union Representative may present the grievance, in writing to the Director of Human Resources or his designated representative, who shall arrange a meeting within ten (10) working days of receipt of the grievance.

#### Section 12.2

If within ten (10) working days after such meeting, the matter has not been resolved, the Union Representative may petition the State Board of Mediation and Arbitration for arbitration. The Board shall hear and act upon the matter in accordance with its rules and regulations and the decision of the Board shall be final and binding on all parties. The arbitrators may not add to or subtract from the contract, but their decisions shall be based solely on the terms of the contract.

### Section 12.3

The procedures contained in this Article XII shall be the sole and exclusive procedures for settling disputes or appealing from disciplinary action, suspensions, discharges, or demotions. Nothing herein shall diminish the statutory right of the Union or individual employees.

### Section 12.4

The time limits described in this section may be waived by agreement of the parties to this Agreement.

### Section 12.5

The grievant shall be granted time off with full pay for grievance hearings at Step 1 of the grievance procedure. The grievant shall be granted time off with full pay for grievance hearings at all subsequent steps if the grievance is not settled at Step 1.

## **ARTICLE XIII** **MISCELLANEOUS PROVISIONS**

### Section 13.0

Family and medical leave requests shall be governed in accordance with the federal Family and Medical Leave Act. The City is not responsible for providing health insurance benefits beyond that required by law. Employees requesting leave, under the FMLA, for medical purposes (their own or a family member designated under the FMLA), or for the birth/adoption of a child, must use all accrued paid leave time (vacation, sick and personal) prior to receiving leave without pay. However, an employee must substitute paid sick, vacation and personal leave only for FMLA qualified medical leave request for themselves. An employee must substitute paid vacation and personal leave for medical leave. Other than their own, or family leave requests. Such paid leave time shall be counted towards the twelve (12) weeks allowed under the FMLA.

### Section 13.1

The Director of Legal Affairs may assign bargaining unit work to parties and/or attorneys outside of the bargaining unit, provided that such assignment of work outside of the unit shall not be the basis for reducing the size of the unit. Further, the Director of Legal

Affairs shall assign work in accordance with the Rules of Professional Conduct and the Charter and Code of Ordinances of the City of Stamford.

**ARTICLE XIV**  
**DURATION**

This Agreement shall be in full force and effect as of the date of execution or the issuance of the award of the arbitrators, as the case may be, and shall remain in effect until the thirtieth day of June, 2009, or any extension thereof. Negotiations for a successor agreement shall begin upon demand by either party on or after the first day of January immediately preceding the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties set their hands on this            day of  
2006.

**FOR THE CITY OF STAMFORD**

**LOCAL 1303-191 OF  
CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Staff Representative  
AFCSME Connecticut Council #4

EXHIBIT I  
HEALTH INSURANCE GRID

<b>BENEFITS SUMMARY DESCRIPTION</b>
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The Open Access POS offers you the opportunity to use either Health Net network or non-network health care providers each time you seek medical care, and still receive benefits for covered services.

Open Access POS gives you a powerful new choice. You can work within the Health Net provider network (there are thousands of participating physicians and dozens of hospitals in the Tri-State network) or "opt out" choosing a provider not affiliated with Health Net. Care delivered both within and outside the network is recognized as a managed care benefit. Outside the network, care is subject to deductibles, coinsurance, and claim forms typical of indemnity plans.

**Out-of-Network Providers:**

Participant deductible, per calendar year ..... \$200.00

Family unit deductible, per calendar year ..... \$400.00

**In-Network Copayment Maximum:** All of your in-network copayments will be applied to the annual in-network copayment maximum of \$400 per participant or \$800 per family per calendar year exclusive of prescription drug benefit.

**Out-of-Network Benefits:** When using Out-of-Network benefits Prior Authorization is required for all inpatient admissions and certain outpatient procedures. To obtain Prior Authorization, please contact the Health Net Customer Service Department at 1-800-205-0095. A flat penalty of 50% of the initial \$10,000.00 of covered expenses of the cost of the case per each non-certification occurrence is applicable to Out-of-Network reimbursement when the participant does not complete the Prior Authorization process.

**General Exclusions:** You are not covered for physical exams for employment, insurance, school, premarital requirements or summer camp (unless substituted for a normal physical exam); prescription drugs and some injectables dispensed by a physician in his or her office; dental services including oral surgery (unless services required as a result of an accident); routine eye exams (no illness or injury diagnosed), eyeglasses, or contact lenses; hearing aids; routine foot care; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; injury or sickness caused by war or service in the armed forces; services of a person who is a member of your immediate family; services of a person who resides in your home; services of volunteers or persons who do not normally charge for their services; services given by a licensed pastor counselor or member of congregation provided in course of normal duties; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

Health Net will not duplicate any benefits to which members are entitled under Workers' Compensation, No-Fault, Medicare, or other group health insurance coverage.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. If you have any questions, please call the Health Net Customer Service Dept. at 1-800-205-0095.

**Please Note: For any services listed for which a visit or dollar limit is indicated, In-Network and Out-of-Network Services count collectively toward the limit.**

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Benefit Costshares		
	\$10 office visit copayment \$100 hospital admission copayment Out-of-pocket maximum: \$400 ind. /\$800 fam.	Deductible: \$200/\$400 Coinsurance: 80% of first \$5,000 Out-of-pocket maximum: \$1,200 ind. /\$2,400 fam.
	Out of pocket maximum exclusive of prescription drug benefit charges, excess R&C*, non covered services, and supplies and charges in excess of maximum visits.	
Preventive Care		
Pediatric Well Care, including immunizations (See page 37)	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Monthly - birth to 5 months of age Every other month - 6 months to 11 months of age Every 3 months - 12 months to 23 months of age Every 6 months - 24 months to 35 months of age Once per calendar year - age 3 through age 17	
Adult Routine Physical Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Every 3 calendar years - age 18 to 29 Every other calendar year - age 30 to 49 Every calendar year - on or after age 50	
Gynecological Routine Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Once per calendar year In addition - as medically necessary	
Mammographic Services	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Age 35 to 39 - one baseline mammography Age 40 and over-once every calendar year or as medically necessary	
Hearing Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
Medical Services		
Medical Office Visit	\$10 copayment	Subject to deductible, coinsurance, and R&C
Outpatient - Occupational, Physical and Speech Therapy	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Combined 30 visit maximum per calendar year	

\* R&C - Reasonable and Customary Allowance

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Chiropractic Therapy	\$10 copayment	Subject to deductible, coinsurance, and R&C
	30 visit maximum per calendar year	
Allergy Services	\$10 copayment Allergy shots including bee venom extract  Office visit and allergy shots combined subject to one copayment	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray and Chemotherapy Services	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Inpatient - Medical Services	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	
Surgery Fees	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	
Office Surgery	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	

Mental Health and Substance Abuse	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital Psychiatric Biologically Based	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
Outpatient Mental Health Biologically Based	\$10 copayment	Subject to deductible, coinsurance, and R&C
Inpatient Hospital Psychiatric Non-Biologically Based	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
	60 Inpatient day maximum or substitution for 120 partial hospitalization days per calendar year	
Outpatient Mental Health Non-Biologically Based	\$20 copayment	50% R&C
	30 Outpatient Visits per calendar year	
Inpatient Hospital Substance Abuse and / or Alcoholism	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
Outpatient Substance Abuse and / or Alcoholism	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Combine inpatient and outpatient maximum of 45 days per calendar year	
Emergency Care		
Emergency Room	\$50 copayment Waived if admitted	\$50 copayment Waived if admitted
After Hours Urgent Care Center	\$10 copayment	\$10 copayment
Walk-In Center	\$10 copayment	\$10 copayment
Ambulance	100% of covered expenses	100% of covered expenses
	When determined medically necessary	

Biologically-based mental illnesses include: Schizoaffective Disorder, Major Depressive Disorder, Bi-Polar Disorder, Paranoia and other Psychotic Disorders, Obsessive-Compulsive Disorder, Panic Disorder, Pervasive Development Disorder, or Autism.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Inpatient Hospital</b>		
General/Medical/Surgical/ Maternity (semi-private)/ Intensive Care	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
	Subject to non-emergency precertification	
Ancillary Services (medication, supplies)	100% of covered expenses	Subject to deductible, coinsurance, and R&C
<b>Outpatient Hospital</b>		
Outpatient - Surgery, Facility Charges	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Pre-Admission Testing	100% of covered expenses	Subject to deductible, coinsurance, and R&C
<b>Other Services</b>		
Rehabilitation	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	45 day maximum or substitution for hospitalization	
Skilled Nursing Facility	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	60 day maximum per calendar year	
Hospice	100% of covered expenses	100% of covered expenses
	Individuals with life expectancy of 6 months or less	
Durable Medical Equipment	80% coinsurance	50% coinsurance
	\$10,000 maximum per calendar year	
Prosthetics	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	\$5,000 maximum for prosthetic Calendar year replacement parts maximum \$500	
Home Health Care	Covered 100% of covered expenses with prior approval	Subject to deductible, coinsurance, and R&C



Prescription Drugs	\$5 Generic \$10 Preferred Brand (30 day max) \$5 mail order (90 day supply) no max Effective July 1, 2007 \$10 Generic \$20 Preferred Brand (30day max) \$30 Non-Preferred Brand \$10 mail order (90-day supply)	Emergency pharmacy services only
Dependent/Student Eligibility	Child to age 19 Child to age 23 if full time student	

**EXHIBIT II**  
**ASSISTANT CORPORATION COUNSEL SALARY SCHEDULE**

**EXHIBIT II**  
**ASSISTANT CORPORATION COUNSEL SALARY SCHEDULE**

	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>7/1/2007</b>	<b>7/1/2008</b>
	<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>
<b>L-14 Full-Time</b>						
<b>A</b>	81607	84055	86577	89174	91849	94605
<b>B</b>	85630	88199	90845	93570	96377	99269
<b>C</b>	89652	92342	95112	97965	100904	103932
<b>D</b>	93673	96484	99378	102359	105430	108593
<b>E</b>	97697	100627	103646	106756	109958	113257
<b>F</b>	101718	104769	107912	111150	114484	117919
<b>G</b>	105737	108909	112176	115541	119008	122578
<b>H</b>	109968	113267	116665	120165	123770	127483
<b>L-14 Part-Time</b>						
<b>A</b>	54420	56053	57734	59466	61250	63088
<b>B</b>	57103	58816	60581	62398	64270	66198
<b>C</b>	59785	61579	63426	65329	67289	69308
<b>D</b>	62466	64340	66271	68259	70306	72416
<b>E</b>	65150	67104	69117	71191	73326	75526
<b>F</b>	67831	69866	71962	74120	76344	78634
<b>G</b>	70512	72627	74806	77050	79362	81742
<b>H</b>	73333	75533	77799	80133	82537	85013

### **EXHIBIT III**

#### **CERF RETIREMENT FUND ADJUSTMENT**

This Agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated \_\_\_\_\_, 2001, is entered into in accordance with the provisions of Article \_\_\_\_\_, Section \_\_\_\_\_, of the July 1, 1997 - June 30, 2002 Collective Bargaining Agreement between the CITY OF STAMFORD and LOCAL #1303-191 OF COUNCIL#4, AFSCME, AFL-CIO.

Effective January 1, 2000, all active members who thereafter retire (Member) shall be eligible to receive the following benefits:

**1.** An adjustment, based upon the plan's "Average Annual Return" as defined herein, in pension benefits payable to each Member, commencing January 1, 2003, retroactive to July 1, 2002, who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to July 1, 2002.

**2.** Thereafter on January 1 of each third year (effective date), retroactive to the prior July 1, the pension benefit payable to each member who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to said July 1 of each third year (Eligible Member) shall be adjusted.

**3.** The adjustment shall be based upon the average annual investment return (Average Annual Return) earned by the City of Stamford Classified Employees Retirement Fund for the 36 month period ending on July 1, six months prior to the Effective Date of the adjustment. The Average Annual Return shall be determined by the Plan's Trustee using the dollar weighted rate-of-return methodology. The Average Annual Return shall be determined as the geometric average of the annual return of each of the three years.

**4.** An adjustment account will be established as of July 1, 1999 with a zero balance. Beginning July 1, 2002, and on July 1 of each third year thereafter, the adjustment account balance will be re-determined as follows:

**a.** The adjustment account balance will equal the adjustment account balance as of the July 1 three years prior plus Item b(1)(c) less Item b(ii)(c) plus Item C minus Item d.

**b.** The adjustment account will be credited or debited for investment performance, as follows:

**1.** If the average Annual Return is greater than 10%, the adjustment account will be credited as follows:

- i. Subtract 10% from the Average Annual Return.
- ii. Multiply the result in item (i) by 50%.

- iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.
  - 2. If the Average Annual Return is less than 6%, the adjustment account will be debited as follows:
    - i. Subtract the Average Annual Return from 6%.
    - ii. Multiply the result of item (i) by 50%.
    - iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.
  - 3. If the Average Annual Return is greater than or equal to 6% and less than or equal to 10% no credit or debit will be made to the adjustment account.
- c. The adjustment account will be credited with the Average Annual return for each of the prior three years.
- d. The adjustment account will be debited for adjusted pension payments (including interest at the Average Annual Return Rate) paid during the prior three years.
- 5. The percentage increase equals Item (a) less Item (b) divided by Item (c).
  - a. The adjustment account balance as of the July six months prior to the Effective Date of the adjustment.
  - b. The pension benefit obligation as of such July 1 for prior year adjustments of all Eligible Members.
- 6. The pension adjustment will be the percentage increase multiplied by the amount currently being paid to Eligible Members subject to the following limitations:
  - a. If the percentage increase is greater than 4%, the percentage increase will be limited to 4%. Any excess adjustment account credit from Item 4(b)(1)(iii) will remain in the adjustment account.
  - b. If the percentage increase is negative, no adjustment will be made. Any excess adjustment account debit from Item 4(b)(1)(iii) will remain in the adjustment account.

7. The pension benefit obligation will be determined by the plan's actuary in accordance with actuarial assumptions with respect to interest and mortality as used in the most recent actuarial valuation report. Pension benefit obligation will have the meaning as such time is defined in Government Accounting Standards Board Statement No. 5.
8. The adjustments referred to above shall be fully applicable to the eligible survivors of deceased Members as of the Effective Date such Member became or would have become an Eligible Member.

**C.** A copy of this written agreement will be filed with the Plan Trustees (Amendment and Declaration of Trust dated June 16, 1971). The Trustees shall formulate, adopt and promulgate in good faith investment plans, programs and decisions, in accordance with the Declaration of Trust provisions which in their opinion are desirable to facilitate the administration of the Plan consistent with the intent and provisions of this agreement.

**D.** This agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated \_\_\_\_\_, shall be incorporated into the parties' Collective Bargaining Agreement, as amended.

Included in Appendix D is an example illustrating calculations for earned Classified Employees pension adjustments.

**E.** Notwithstanding anything contained herein to the contrary, it is specifically agreed by the parties that nothing contained herein shall prevent any increase to current retiree benefits based upon any voluntary negotiations and agreement of the parties or by operation of law.

#### First Adjustment

Plan Assets:	\$70,000
Pension Benefit	
Obligation:	$70,000.00 = \frac{63,000,000 \text{ active divided by}}{\text{pre-99 retirees}}$ $7,000,000 \text{ retired on or after 1/1/99}$ $1,750,000 \text{ over age 62 \& retired 12 mos.}$
Average annual return	12%
Adjustment account credit	$1\% \times 7,000,000 = 70,000$
Adjustment account	$0 \text{ divided by } 70,000 = 70,000$
Pension adjustment	$70,000/1,750,000 = 4\%$

#### Second Adjustment

Plan assets:	\$78,000,000
PBO:	$75,000,000 = \frac{67,000,000 \text{ active divided by}}{\text{pre-99 retirees}}$ $8,000,000 \text{ retired on or after 1/1/99}$

Average annual return	2,000,000 over age 62 & retired 12 mos.
Adjustment account credit	14%
Adjustment account	$2\% \times 8,000,000 = 160,000$ $70,000 - 7,000$ divided by 9,300 <div>divided by 160,000 = 232,300</div> <p>(prior year balance - benefits paid divided by investment return divided by credit)</p>
PBC for prior adjustments	68,300
Pension adjustment	$(232,300 - 68,300)/2,000,000 = 8.2\%$ 4% cap applicable

### Third Adjustment

Plan assets	\$78,000,000
PBC	$80,000,000 = 70,000,000$ active divided <div>by pre-99 retirees</div> $10,000,000$ retired on or after 1/1/99 $2,500,000$ over 65 retired 12 mos.
Average annual return	4%
Adjustment account	$-1\% \times 10,000,000 = 100,000$
Adjustment account	$232,300 - 14,800$ divided by $9,000 - 100,000 = 126,000$
PBO for prior adjustments	144,600
Pension Adjustments	$(126,500 - 144,600)/2,500,00 = \text{less than } 0\%$ 0% applicable